

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

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TERESA A. SAGER,

CASE NO.: 2:08cv1006

Plaintiff,

vs.

Judge John D. Holschuh  
Magistrate Judge Mark R. Abel

FINANCIAL RECOVERY SERVICES, INC. and  
RESURGENT CAPITAL SERVICES, LLC

Defendants.

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**RULE 68 OFFER OF JUDGMENT OF RESURGENT CAPITAL SERVICES, LP**

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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant Resurgent Capital Services, LP, improperly named as “Resurgent Capital Services, LLC” (“Resurgent”), by and through its undersigned attorneys, hereby submits this Offer of Judgment (“Offer”), which offers to allow judgment to be taken against it and in favor of Plaintiff Teresa A. Sager (“Plaintiff”), as follows:

1. Judgment shall be entered against Resurgent in the amount of One Hundred Dollars and 00/100 (\$100.00), arising from Plaintiff’s claims against Resurgent as alleged in Plaintiff’s pleadings filed in the above captioned matter.

2. The judgment entered shall include an additional amount for Plaintiff’s reasonable and unreimbursed attorney fees and costs incurred by Plaintiff in connection with the claims alleged against Resurgent in this matter. Said amount for attorney fees and costs shall be agreed by counsel for the parties, or determined by the Court upon application by Plaintiff’s counsel, subject to objection and response by Resurgent’s counsel, if counsel are unable to reach an

agreement. Plaintiff's reasonable and unreimbursed attorney fees and costs shall be limited to time and amounts expended on Plaintiff's claims against Resurgent in this matter through the date of Plaintiff's receipt of service of this Offer. This amount shall not include any attorney fees or costs incurred for time and amounts expended on Plaintiff's claims against co-defendant Financial Recovery Services, Inc.

3. The judgment entered in accordance with this Offer is to be in total settlement of any and all claims by Plaintiff and/or potential claims that could have been brought by Plaintiff in this matter.

4. Notwithstanding the foregoing Offer, Resurgent denies any wrongdoing or violation of state or federal laws, but admits liability for the sole purposes of settlement and resolution of Plaintiff's claims sought in the above-captioned matter as described more fully herein. If Resurgent's Offer is accepted, Plaintiff agrees to dismiss and release all claims Plaintiff has or could have brought in this action that arise from the transaction and form the base of Plaintiff's claims, including the facts set forth in Plaintiff's pleadings filed in this matter, including any claims for costs, attorney fees, statutory penalties, damages and interest.

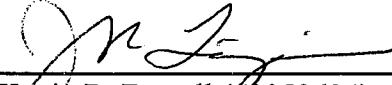
5. If Plaintiff rejects this offer, pursuant to Rule 68, Resurgent may seek to recover any additional costs and disbursements incurred in the defense of Plaintiff's claims, then accrued at the conclusion of this case, if applicable. Also, Plaintiff must pay Plaintiff's own costs and attorney fees incurred after making this Offer, as well as the costs of Resurgent. *See, O'Brien v. City of Greers Ferry*, 873 F.2d 1115, 1120 (8th Cir. 1989); *Jordan v. Time, Inc.*, 111 F.3rd 102 (11th Cir. 1997).

DATED this 19th day of February, 2009.

Of Counsel:

Cors & Bassett, LLC  
537 East Pete Rose Way  
Suite 400  
Cincinnati, Ohio 45202-3578

Respectfully submitted:

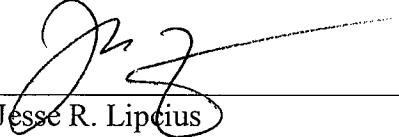
  
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Trial Attorney for Defendant Resurgent Capital Services, LP

#### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Offer of Judgment was served via facsimile, electronic mail, and ordinary mail service, postage prepaid, this 19th day of February, 2009, upon:

Hon. Steven C. Shane  
321 Fairfield Avenue  
P.O. Box 73067  
Bellevue, KY 41073  
[shanelaw@fuse.net](mailto:shanelaw@fuse.net)  
fax: 859.431.3100

  
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Jesse R. Lipcius